



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Bill Mayer • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Bryon Gutow

**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
AGENDA PACKET**

**Regular Board Meeting
Wednesday, March 6, 2019**

7:00 P.M. Regular Board Meeting

**Community Center
1601 Discovery Bay Boulevard**



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



SDLF Gold-Level of Governance

President – Bill Mayer • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Bryon Gutow

**NOTICE OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Wednesday March 6, 2019**

REGULAR MEETING 7:00 P.M.

Community Center

1601 Discovery Bay Boulevard, Discovery Bay, California

Website address: www.todb.ca.gov

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. Call business meeting to order 7:00 p.m.
2. Pledge of Allegiance.
3. Roll Call.

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

During Public Comments, the public may address the Board on any issue within the District's jurisdiction which is not on the Agenda. The public may comment on any item on the Agenda at the time the item is before the Board for consideration by filling out a comment form. The public will be called to comment in the order the comment forms are received. Any person wishing to speak must come up and speak from the podium and will have 3 minutes to make their comment. There is a device on the podium with a green, yellow, and red light. The yellow light will come on 30 seconds before the end of the 3 minutes. There will be no dialog between the Board and the commenter as the law strictly limits the ability of Board members to discuss matters not on the agenda. We ask that you refrain from personal attacks during comment, and that you address all comments to the Board only. Any clarifying questions from the Board must go through the President. Comments from the public do not necessarily reflect the view point of the Directors.

C. CONSENT CALENDAR

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approve DRAFT minutes of regular meeting for February 20, 2019.
2. Approve Register of District Invoices.

D. AREA AGENCIES REPORTS / PRESENTATION

1. Supervisor Diane Burgis, District III Report.
2. Sheriff's Office Report.
3. CHP Report.
4. East Contra Costa Fire Protection District Report.

E. LIAISON REPORTS

F. PRESENTATIONS

G. BUSINESS AND ACTION ITEMS

1. Discussion and Possible Action Regarding Approval of Resolution No. 2019-01 and Message Board Policy No. 028.
2. Discussion and Possible Action Regarding a Pre-Annexation/Out-of-Boundary Service Agreement with Lodgepole Investments, LLC (Newport Pointe Development).

H. MANAGER'S REPORT

I. DIRECTORS' REPORTS

1. Standing Committee Reports.
 - a. Water and Wastewater Committee Meeting – February 21, 2019.
 - b. Internal Operations Committee Meeting – February, 28, 2019.
2. Other Reportable Items.

J. GENERAL MANAGER'S REPORT

K. CORRESPONDENCE RECEIVED

1. Received – Byron Municipal Advisory Council meeting minutes for November 27, 2018.
2. Received – California Special Districts Association regarding CSDA Board of Directors Call for Nominations Seat B.
3. Received – PG&E Regarding Temporary Interruption of Electrical Service; Replace Underground Equipment.

L. FUTURE AGENDA ITEMS

M. ADJOURNMENT

1. Adjourn to the next regular meeting of March 20, 2019 beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

"This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Town of Discovery Bay, at (925) 634-1131, during regular business hours, at least forty-eight hours prior to the time of the meeting."

"Materials related to an item on the Agenda submitted to the Town of Discovery Bay after distribution of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours."



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



SDLF Gold-Level of Governance

President – Bill Mayer • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Bryon Gutow

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY

Wednesday February 20, 2019
REGULAR MEETING 7:00 P.M.

Community Center

1601 Discovery Bay Boulevard, Discovery Bay, California

Website address: www.todb.ca.gov

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. Call business meeting to order 7:00 p.m. – By President Mayer.
2. Pledge of Allegiance – Led by Director Graves.
3. Roll Call – All Present.

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

None.

C. CONSENT CALENDAR

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approve DRAFT minutes of regular meeting for February 6, 2019.
2. Approve Register of District Invoices.
3. Approve Board Attendance at the Special District Leadership Academy Conference.
4. Approve Parks and Recreation Public Event Calendar for 2019.
5. Approve Attendance to the Annual California Parks & Recreation Conference.

Motion by: Vice-President Pease to approve the Consent Calendar.

Second by: Director Graves.

Vote: Motion Carried – AYES: 5, NOES: 0

D. PRESENTATIONS

None.

E. MONTHLY WATER AND WASTEWATER REPORT – VEOLIA

1. Veolia Report – Month of January – No Report.

F. BUSINESS AND ACTION ITEMS

1. Discussion and Possible Action Regarding General Manager Compensation.

President Mayer – Provided the details of the annual review and evaluation of the General Manager.

Public Comment Regarding:

- Thanked the Board for placing this item on the agenda as a discussion item.

There was discussion regarding the questionnaires filled out and the compensation is fair and reasonable.

Motion by: President Mayer to compensate the General Manager at \$150,000 per year and direct Legal Counsel to draft a revision to his contract accordingly.

Second by: Director Leete

Vote: Motion Carried – AYES: 5, NOES: 0

2. Discussion and Possible Action Regarding Approval of DRAFT Administrative Revisions to the Facility and Parks Rental Fee Schedules.

Recreation Programs Supervisor Kaiser – Provided the details of the draft administrative revisions to the Facility and Parks Rental Fee Schedules. There was discussion regarding the item reviewed at the Parks and Recreation Committee meeting. The consensus of the Parks and Recreation Committee is to recommend to the Board approval of the Facility and Parks Rental Fee Schedules.

Motion by: Director Graves to approve the DRAFT administrative revisions to both the Facility and Parks Rental Fee Schedules including; 1) the removal of the discount for the reservation of multiple rooms or items at the Community Center; 2) updating the definition of the term “Commercial”; 3) and eliminating the waiver of deposits on facilities reserved for less than three (3) hours as recommended by the Standing Parks and Recreation Committee at the February 20, 2019 meeting.

Second by: Director Leete.

Vote: Motion Carried – AYES: 5, NOES: 0

3. Discussion and Possible Action Regarding the 2019 Program, Activities, and Event Fee Waivers.

Recreation Programs Supervisor Kaiser – Provided the details of the 2019 Program, Activities, and Event Fee Waivers. There was discussion regarding the Bridge on the Lakes and Hand and Foot groups.

Public Comment Regarding:

- Objection of fee waivers; Bridge on the Lake and Hand and Foot.
- Residency of registrants.
- Transparency and Fee Waivers; River Otters sponsored group what is the fair rental value of the pool and fees waived.

There was discussion regarding the item reviewed at the Parks and Recreation Committee meeting and at some point the item may be discussed at a workshop. The consensus of the Parks and Recreation Committee is to recommend to the Board approval of the 2019 Program, Activities, and Event Fee Waivers.

Motion by: Vice-President Pease for acceptance of Fees Waivers approved by the General Manager for the following 2019 Program, Activities, and Events.

Second by: Director Gutow

Vote: Motion Carried – AYES: 5, NOES: 0

4. Discussion and Possible Action Regarding Approval of Notice of Completion for the Front Entrance Project.

Parks and Landscape Manager Miller – Provided the details regarding the completion of the first portion of the Front Entrance Project (masonry repairs and painting), and will continue to search for installers of the caps portion of the project. There was discussion regarding the caps for the front entrance.

Motion by: Director Graves to approve the Notice of Completion and authorize the General Manager to release all retention for this project to Tiber Painting. (\$3,400.00)

Second by: Vice-President Pease.

Vote: Motion Carried – AYES: 5, NOES: 0

G. INFORMATIONAL ITEMS ONLY

None.

H. DIRECTORS' REPORTS

1. Standing Committee Reports.

- a. East Contra Costa Fire Protection District Meeting – February 13, 2019 – President Mayer attended the meeting and items discussed; Station 55 in Oakley will be complete in June and hiring 6 new Fire Fighters,
- b. Parks and Recreation Committee Meeting – February 20, 2019 – Director Graves attending the meeting and items discussed were items at this meeting and the other item was the pool; reviewed the reports from Terracon.

2. Other Reportable Items.

I. MANAGER'S REPORT

None.

J. GENERAL MANAGER'S REPORT

1. Highway 4 and Discovery Bay Boulevard Update.

General Manager Davies – Provided an update regarding Highway 4 and Discovery Bay Boulevard; several items considered for safety improvements, Cal Trans Engineering will do a survey, and the next meeting will be March 19, 2019. There was discussion regarding the options and the data needed at the intersection.

Public Comment Regarding:

- Items considered for safety; cameras at the intersection.

There was discussion regarding cameras at the intersection.

Public Comment Regarding:

- Background of the Highway 4 and Discovery Bay Boulevard intersection, thanked General Manager Davies for his effort and attention regarding the intersection, concerns of Discovery Bay residents, and speed bumps in the passing lane.

There was discussion regarding speed bumps in the passing lane, and other options for safety improvements.

K. CORRESPONDENCE RECEIVED

1. Received – Contra Costa County Aviation Advisory Committee meeting minutes for December 13, 2018.
2. Received – Contra Costa County Aviation Advisory Committee meeting minutes for January 10, 2019.
3. Received – East Contra Costa Fire Protection District meeting minutes for January 9, 2019.
4. Received – East Contra Costa Fire Protection District meeting minutes for January 11, 2019.
5. Received – State Route 4 Bypass Authority meeting minutes for December 13, 2018.

L. FUTURE AGENDA ITEMS

None.

The regular meeting adjourned at 7:33 p.m. to the Closed Session.

M. OPEN SESSION DISCLOSURE OF CLOSED SESSION AGENDA

(Government Code Section 54957.7)

Legal Counsel Pinasco - The Town of Discovery Bay will adjourn to Closed Session to discuss the matters identified on the Agenda as N-1.

N. CLOSED SESSION:

1. Conference with Labor Negotiator Pursuant to Government Code Section 54957.6
Agency Designated Representative: Michael R. Davies
Unrepresented Employee: All TODB Employees

O. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION

(Government Code Section 54957.1)

Legal Counsel Pinasco - Reporting from Closed Session on item N-1 and there is no reportable action.

P. ADJOURNMENT

1. The meeting adjourned at 7:50 p.m. to the regular meeting on March 6, 2019 beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

//cmc – 02-22-19

<http://www.todb.ca.gov/agendas-minutes>



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

March 06, 2019

Prepared By: Dina Breitstein, Finance Manager & Lesley Marable, Accountant
Submitted By: Michael R. Davies, General Manager

MRD

Agenda Title

Approve Register of District Invoices.

Recommended Action

Staff recommends that the Board approve the listed invoices for payment.

Executive Summary

District invoices are paid on a regular basis, and must obtain Board authorization prior to payment. Staff recommends Board authorization in order that the District can continue to pay warrants in a timely manner.

Fiscal Impact:

Amount Requested \$ 237,190.17

Sufficient Budgeted Funds Available?: Yes (If no, see attached fiscal analysis)

Prog/Fund # See listing of invoices. **Category:** Operating Expenses and Capital Improvements

Previous Relevant Board Actions for This Item

Attachments

Request For Authorization to Pay Invoices for the Town of Discovery Bay CSD 2018/2019.

AGENDA ITEM: C-2

For The Meeting On March 06, 2019
Town of Discovery Bay CSD
For Fiscal Year's 7/18 - 6/19

Pacific Gas & Electric	\$63,779.82
Roadrunner Drilling & Pump Company	\$62,489.25
Veolia Water North America	\$43,248.02
Neumiller & Beardslee	\$18,524.60
Lighthouse Electrical, Inc.	\$12,398.40
J.W. Backhoe & Construction, Inc.	\$8,151.53
Stantec Consulting Services Inc	\$8,043.00
Mt. Diablo Resource Recovery	\$4,690.09
Freedom Mailing Service, Inc	\$2,704.59
Tee Janitorial & Maintenance	\$2,054.00
SDRMA	\$1,420.64
Hydropoint Data Systems, Inc.	\$1,410.00
Commercial Tree Care	\$1,355.00
TASC	\$1,233.31
Paul E. Vaz Trucking, Inc.	\$1,057.57
Univar	\$871.37
Matrix Trust	\$840.90
Aflac	\$705.02
Office Depot	\$704.24
Ricoh USA, Inc	\$322.46
Neopost	\$300.00
ReliaStar Life Insurance Company	\$275.00
UniFrist Corporation	\$241.77
Alhambra	\$115.40
Cintas	\$86.96
Watersavers Irrigation Inc.	\$63.21
Shred-It USA-Concord	\$60.46
U.S. HealthWorks	\$30.00
Water Utility Customer	\$13.56
	<hr/>
	\$237,190.17



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

March 6, 2019

Prepared By: Michael R. Davies, General Manager
Submitted By: Michael R. Davies, General Manager

MRD

Agenda Title:

Discussion and Possible Action Regarding Approval of Resolution No. 2019-01 and Message Board Policy No. 028.

Recommended Action

Approve Resolution No. 2019-01 and Message Board Policy No. 028.

Executive Summary

Our Town currently has a mobile message board and is in the final stages of putting in place a stationary message board along the east edge of Discovery Bay Boulevard north of Firwood Drive (Well Site #4). A Message Board Policy ensures that there are set standards and procedures for displaying message content on our message boards.

The Standing Communications Committee and Internal Operations Committee have reviewed the attached Message Board Policy and recommend Board approval.

Previous Relevant Board Actions for This Item

Attachments

Resolution No. 2019-01.
Message Board Policy No. 028.

AGENDA ITEM: G-1



**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT**

RESOLUTION 2019-01

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
A CALIFORNIA COMMUNITY SERVICES DISTRICT
ADOPTING BOARD POLICY NO. 028
PROVIDING REGULATIONS FOR USE OF THE DISTRICT MESSAGE BOARD**

WHEREAS, on October 17, 2012 the Town of Discovery Bay (“TODB”) Board of Directors (“Board”) approved the purchase of a portable message board to be used for displaying construction events; and

WHEREAS, since its purchase, TODB has used the portable message board for listing events and important community information; and

WHEREAS, the Board may acquire, from time to time, additional portable or stationary message boards; and

WHEREAS, TODB receives interest from event sponsors that would like to advertise their events on the TODB message board; and

WHEREAS, the Board now desires to adopt a policy to regulate use and operation of any TODB message board(s).

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Town of Discovery Bay Community Services District, hereby adopts the message board policy set forth in Exhibit “A” and the Application Form set forth in Exhibit “B” to this Resolution.

PASSED, APPROVED AND ADOPTED THIS 6th DAY OF MARCH, 2019.

Bill Mayer
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on March 6, 2019, by the following vote of the Board:

AYES:
NOES:
ABSENT:
ABSTAIN:

Michael R. Davies
Board Secretary



Town of Discovery Bay

Program Area: Board	Policy Name: Message Board Policy	Policy Number: 028
Date Established: March 6, 2019	Date Amended:	Resolution: 2019-01

ARTICLE I

NAME

This Policy shall be known as the Town of Discovery Bay Community Services District (“District”) Message Board Policy.

ARTICLE II

PURPOSE

The purpose of this Policy on use of the Discovery Bay Stationary Message Board (“Message Board”) is to create a non-public forum to communicate District-related emergency and/or safety information to residents and visitors, and to promote community events. The Message Board serves to notify citizens and visitors of upcoming events that are (i) District-sponsored, (ii) District co-sponsored, or (iii) sponsored by a local non-profit (collectively and individually “District Programming”). Emergency and/or safety messages will typically include information on hazardous conditions, the need for extra caution, traffic detours, and/or emergency instructions. Community event information on the Message Board may display multiple events at any one time and will typically consist of event dates, names, and details.

ARTICLE III

GENERAL GUIDELINES

The Stationary Message Board shall be administered at the District’s discretion and is restricted to use by the District for District messaging, District-sponsored events, District co-sponsored events, and events by a local non-profit, provided that the message benefits Discovery Bay or its residents and meets the requirements of this Policy.

The Message Board may be used to promote events that are:

1. of broad benefit to the Discovery Bay community;
2. not of a political or partisan, private party, commercial, obscene, or religious (non-secular) nature; and
3. taking place within the limits of Discovery Bay.

ARTICLE IV

DEFINITIONS

4.1 Applicant: An individual or a Representative or agent of a Discovery Bay local non-profit seeking to publicize an event on the Message Board.

4.2 District Co-sponsored: An event coordinated and conducted through a partnership between the District and another organization.

4.3 District Sponsored: An event coordinated and conducted entirely by the District.

4.4 Event: An organized function, open to the public, located within Discovery Bay and benefitting the District residents. To be eligible, the event must occur within six months of the first day the applicant seeks to post about the event on the Message Board.

4.5 Local Non-profit Organization: Organizations located in Discovery Bay or that primarily serve Discovery Bay residents that are registered with the State of California as a “non-profit” community organization or that are exempt under section 501(c)(3) of the Internal Revenue Code.

ARTICLE V

POLICY

5.1 District messaging shall take priority and shall supersede all other messaging. Messaging for District business and District sponsored and co-sponsored events shall be by approval and discretion of the General Manager.

5.2 The District may, for the benefit of the community at large, allow for temporary display of event information on the Message Board to promote events. The display of information on the Message Board is limited to District Programming, functionality and availability

5.3 Any local non-profit organization that wishes to display or advertise an event that is not sponsored or co-sponsored by the District must submit a complete application form and pay a non-refundable fifty dollars (\$50.00) application fee. The form and fee must be submitted to the District General Manager for consideration of approval.

5.4 The General Manager or his/her designee shall consider requests and applications to display information on the Message Board in the following priority:

1. District sponsored events.
2. District co-sponsored events.
3. Local “non-profit” organization events that benefit the Discovery Bay community or District.

5.5 If approved by the General Manager, event information shall typically be displayed for a period not to exceed seven days. The maximum allowable period of display on the Message Board is:

1. Unlimited for District sponsored events.
2. Unlimited for District co-sponsored events.
3. Seven days prior to the event for local “non-profit” organizations. Additional time may be approved on a case-by-case basis.

ARTICLE VI

PROCEDURES

6.1 Event information to be considered for display on the Message Board must be submitted to the General Manager, not less than a minimum of four weeks prior to the event, but no more than 6 months prior to the event. The General Manager, or her/his designee, may allow a shorter time period.

6.2 Event name, date, location of the event, phone number for more information, and contact person must be included with the request on the application form. Requests will not be taken over the phone. Additional information such as event details, website, email address, and organization information is encouraged and may be required for a better understanding of the event and organization.

6.3 The length of messages is limited due to the size of the sign. The number of messages which appears at any given time period is also limited to six (6) individual messages at any one time.

6.4 “Non-profit” organizations shall submit proof of their non-profit status concurrently with their application to post on the Message Board.

6.5 The General Manager, or her/his designee, shall review all information submitted and shall make a final determination as to whether the application for use of the Message Board is approved based on this policy, including rejection of application(s). The General Manager’s decision may be appealed to District Board of Directors upon payment of a fee of fifty dollars (\$50.00). A person desiring to appeal a decision shall file notice of appeal in writing with the General Manager within ten (10) days after the date of the decision being appealed. The notice shall briefly state the facts and the grounds of appeal.

6.6 The Message Board hours of illuminated operation will generally be from 6:30 a.m. to 11:30 p.m., Sunday through Saturday. The General Manager has the discretion to extend or reduce the hours of operation based on the nature and importance of the message or upon other circumstances existing at the time.

6.6 The District offers no guarantee with respect to posting of messages on the Message Board or the number of seconds during which the message will be displayed. Prospective users are encouraged to use a variety of media for events and not rely solely on the Message Board.

ARTICLE VI

MOBILE ELECTRONIC SIGN BOARD

7.1 Use of the mobile electronic sign board is limited to the exclusive use of District Messaging, District Sponsored events and District Co-Sponsored events.

7.2 Use and location of the mobile electronic sign board either as a stand alone or in addition to the Message Board shall be by approval and discretion of the General Manager.

ARTICLE VIII

MISCELLANEOUS

8.1 All policies and regulations are subject to change at any time, and without advance notice. No rights are obtained or enforceable as regards to any request or submittal and all costs related to a submittal shall be solely borne by the applicant.

8.2 Fees are adopted by Discovery Bay Board of Directors and are subject to yearly review. Adopted fees are intended to be charged on a per message and per day application.

8.3 Urgent District business, including emergency messages, as determined by the General Manager, or her/his designee, takes precedence over any previously scheduled requests. If an applicant's previously approved event is not posted or posted for less than 50% of the approved time period due to District cancellation, the applicant will receive a refund of the application fee.



**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT**

DISCOVERY BAY MESSAGE BOARD APPLICATION - \$50.00 Fee Due

Name of Requesting Person or Entity: _____

****If Requesting Party is claiming to be a non-profit organization, please submit proof of status. ****

Requestor Primary Contact: _____

Primary Contact Phone: _____

Primary Contact Email: _____

Entity Website: _____

Description of Event: _____

Event Location: _____

Beginning Date and Time of Event: _____

Ending Date and Time of Event: _____

Requested Display Date Range: _____

Requested Message Content (please limit this to 50 characters or less):

Primary Contact's Signature

Date of Submission

*** (Must be at least 4 weeks in advance of the event date.) ***

Note: this application will not be considered complete until all information listed above is provided and the \$50.00 application fee is paid to the Town of Discovery Bay Community Services District.

Fee Received By

Date of Receipt



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

March 6, 2019

Prepared By: Michael R. Davies, General Manager
Submitted By: Michael R. Davies, General Manager

MRD

Agenda Title:

Discussion and Possible Action Regarding Approval of a Pre-Annexation/Out-of-Boundary Service Agreement with Lodgepole Investments, LLC (Newport Pointe Development).

Recommended Action

Approve a Pre-Annexation/Out-of-Boundary Service Agreement with Lodgepole Investments, LLC and authorize the General Manager to execute its terms and conditions and all documents associated therewith.

Executive Summary

Lodgepole Investments, LLC (Applicant) are the fee simple owners of the property generally located between Newport Drive and Bixler Road, directly across from Newport Lane (see attached map). This property is slated as a master-planned community of sixty-seven (67) homes commonly referred to as Newport Pointe Development. The Applicant has requested that the Town provide water and wastewater services to the development.

Newport Pointe Development was considered in the Town's most recent water and wastewater master plans and there is capacity for providing water and wastewater service to the project.

Currently, Newport Pointe Development property is outside the Town's service boundary. This agreement establishes the terms and conditions pursuant to which the Town and Applicant will take such further actions as may be necessary or appropriate to obtain LAFCo approval to annex the property into the Town's service boundary. See the attached draft agreement for details.

Staff recommends that the Board authorize the General Manager to execute the agreement and all other documents associated with carrying out its terms and conditions.

Previous Relevant Board Actions for This Item

Attachments

Property Map.
Draft Pre-Annexation/Out-of-Boundary Service Agreement – Lodgepole Investments, LLC.

AGENDA ITEM: G-2

**PRE-ANNEXATION/OUT-OF-BOUNDARY SERVICE AGREEMENT BETWEEN
THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT
AND
LODGEPOLE INVESTMENTS, LLC**

This Pre-Annexation/Out-of-Boundary Service Agreement (“Agreement”), by and between the Town of Discovery Bay Community Services District, Contra Costa County, California, a political subdivision of the State of California, duly organized and existing under the Community Services District Law (California Government Code Sections 61000, et seq.) (the “Town”) and Lodgepole Investments, LLC (“Applicant”), is dated and effective as of _____, _____ (“Effective Date”).

Recitals

A. The Town is a community services district governed by a board of directors (the “Board”) and formed pursuant to Government section 61000 et seq. The Town provides water and wastewater services, lighting and landscaping, and recreation services to properties in the Town of Discovery Bay, California and the surrounding areas that are within the Town’s boundaries.

B. Applicant is the fee simple owner of that certain land located in Contra Costa County at Assessor’s Parcel Numbers 011-220-013 and 011-220-014 and more particularly described in Exhibit “A” (the “Property”). It is the intent of the Applicant to obtain entitlements from the County to develop the Property as a master-planned community consisting of sixty-seven (67) residential housing units, various public infrastructure facilities, and various recreation and open space uses (the “Project”).

C. Applicant desires to connect to the Property to the Town’s water and wastewater services.

D. The Property is located outside the current (although adjacent to) the Town’s existing service boundary. Before the Town may commence water and wastewater utility services to the Property, it is necessary to bring the Property within the Town service boundary.

E. The Parties acknowledge that the Project will benefit from the recreation services provided by the Town. The Parties agree to forego the expense of a detailed study to determine an exact value for the benefit the Town’s recreation services provides within its boundaries that each lot in the Project will receive. Therefore, the Parties mutually agree that \$3,500 represents the estimated benefit each lot in the Project will receive.

F. The Applicant desires to contribute to the Town \$3,500 per lot in the Project to the fund established for construction, improvement, maintenance, and expansion of recreation facilities and services, which contribution shall benefit the residents of the Project.

G. This Agreement is executed pursuant to the statutory right of a community services district to enter into contracts.

H. The Town and Applicant have entered into this Agreement to establish the terms and conditions pursuant to which the Parties will take such further actions as may be necessary or appropriate to obtain Contra Costa County Local Agency Formation Commission (“LAFCO”) approval, in accordance with Government Code section 56000 et seq. (“Cortese-Knox-Hertzberg”), of the desired annexation of the Property into the Town’s service boundary (the “Annexation”).

Agreement

NOW, THEREFORE, the Town and Applicant agree to the following terms, covenants, and conditions:

1. Provision of Water and Wastewater Service. The Town agrees to provide water and wastewater service to the Property, subject to the terms and conditions of this Agreement.

2. Contribution to Fund Established For Recreation Facilities. At the same time the Applicant pays their fees for water and wastewater, and prior to receiving a permit for water and wastewater, Applicant shall also deposit the sum of Three-Thousand Five-Hundred Dollars (\$3,500.00) for each lot. The deposit of Three-Thousand Five-Hundred Dollars (\$3,500.00) per lot in the Project represents payment of the mutually agreed upon amount of benefit conferred by the Town in the form of recreation services that each lot of the Project will receive. All amounts paid by the Applicant pursuant to this Paragraph shall be deposited in a fund established for construction, improvement, maintenance, and expansion of Town recreation facilities and services.

3. Conditions Precedent to Providing Water and Wastewater Service. Prior to the Town providing water and wastewater service to the Property, the following conditions shall be satisfied:

- a. LAFCO shall make any and all approvals necessary to authorize the Town’s provision of water and wastewater service to the Property, including, but not limited to, the Annexation of the Property to the Town.
- b. In addition to the amounts identified in Paragraph 2 of this Agreement, Applicant shall pay all fees imposed, charged, or assessed by the Town arising out of or connected with the future development of Applicant’s property including, but not limited to, connection fees, capacity fees, utility permit fees, and inspection fees for water and sewer service connections for all units, residential and commercial, of the Project (“Development Fees”). Applicant shall pay actual Development Fees at time of obtaining a connection permit from the Town (“Service Request”). In the event that the Applicant has not made Service Requests for all sixty seven (67) water and sewer capacity connections contemplated for the Project within 7 years from the date of execution of this Agreement, Applicant shall either:

- i. Voluntarily relinquish all remaining water and sewer capacity associated with the Project; or
 - ii. Pay the actual Development Fees in place at that time in full. Should the Applicant pay Development Fees under this section the Applicant shall also pay any fee increase between year 7 and actual Service Request at the time of application of each Service Request. This provision may be extended at the discretion of the Board of Directors after a formal written request has been received by the Town no less than 180 days before the (7 year) expiration date.
- c. Applicant and the Town will each offer necessary easement to the other party for ingress and egress to any public facilities owned or operated by the Town located on Applicant's property or for access to the project. The locations of said easements will be determined by the Town and on reasonable terms and conditions. Additional project access easements have been determined in the planning process conducted by Contra Costa County.
 - d. Applicant shall transfer to the Town any and all water rights, wells, and springs related, associated with, or belonging to, the Property.
 - e. Applicant shall pay the proportionate share of completed study that examined expanding the water and wastewater treatment plant to allow for future development. Applicant's proportional share of the study is \$7,384.00.
 - f. Applicant shall pay balance of \$145.85, which represents amount due and owing for expenditures made by Town related to annexation of the Property.
 - g. Applicant shall pay all fees imposed, charged, or assessed by LAFCO on the Town arising out of or connected with any LAFCO approval involving the Property, including, but not limited to, out of boundary service, the Annexation, creation of zones or districts necessary for financing of public infrastructure and community facilities benefitting the Property, and Applicant agrees to cooperate in such LAFCO proceedings concerning the Property.
 - h. Applicant shall create a homeowners' association under all applicable California law, which shall be solely responsible for operating and maintaining all wetland, open space, and park areas within the Property.

4. Consent to Future Annexation or Reorganization. Applicant hereby irrevocably consents to and waives its right to protest, for the Annexation of the entire Property to the Town and agrees to cooperate in such Annexation upon the request of the Town or LAFCO, including the payment of applicable processing fees at the time of annexation for the Annexation of the Property and of any engineering, legal, or otherwise related costs incurred by the Town associated with the Annexation. The Town shall file the application for Annexation with LAFCO. Prior to commencement of the annexation process, Applicant shall deposit with the

Town an amount in accordance with the procedure set forth in this Agreement. If the Annexation proceeding includes other changes of agency jurisdictional boundaries in addition to the Annexation, such as a detachment from a county service area, (*i.e.*, the proceeding is referred to as a “reorganization”) Applicant also consents to such other changes of agency jurisdictional boundaries included in the reorganization proceeding. Applicant shall not challenge or otherwise hinder the Annexation/reorganization, directly, indirectly, or in any other manner. Applicant understands and agrees that this consent to the Annexation includes all obligations attendant upon annexation, including any and all taxes, assessments and fees that the Town imposes upon property within the Town boundaries.

5. Applicant Obligations.

- a. Service Requests shall be made in compliance with, and are subject to the Town’s Ordinances.
- b. User Improvements. Applicant, or its successor in interest, will be responsible for the design, construction, maintenance, operation, and repair of all improvements located on the Property to convey water provided by the Town beyond the meter serving each unit of the Project.
- c. Water Main. Applicant, or its successor in interest, shall, at their own expense, provide for such water mains, valves, fire hydrants, services, and appurtenances as may be necessary for the distribution of water to the Property in accordance with the Town’s Ordinances. The service shall be carried to each of the Project’s individual unit lot lines and clearly marked as specified by the Town. When installed, such mains, valves, fire hydrants, services, and appurtenances shall be offered for dedication to the Town, and upon acceptance by the Town shall become property of the Town. A detailed as-built drawing shall be signed by a registered civil engineer and provided to the Town in an acceptable electronic format.
- d. Water Meter. A water meter approved by the Town shall be installed at each unit in the Project by the Town at Applicant’s sole cost.
- e. Wastewater Main. Applicant, or its successor in interest, shall, at their own expense, provide for such wastewater mains, services, and appurtenances as may be necessary for the collection of wastewater from each unit of the Project on the Property in accordance with the Town’s regulations and ordinances. The service shall be carried to each of the Project’s individual unit lot lines and clearly marked as specified by the Town. When installed, such mains, services, and appurtenances shall be offered for dedication to the Town, and upon acceptance by the Town shall become property of the Town. A detailed as-built drawing shall be signed by a registered civil engineer and provided to the Town in an acceptable electronic format.

- f. Wastewater Sewer Lateral. Applicant, or its successor in interest, shall, at their own expense, provide for such sewer lateral connection to the wastewater main for each unit in the Project. As outlined in the Town's Wastewater Ordinance, the Town is not responsible for sewer lateral from the individual unit of the Project to the sewer main.
- g. Connection Fees. Upon making a Service Request, Applicant, or its successor in interest, shall pay the actual cost of connection to connect each unit to the Town's water and wastewater systems, including inspection charges for inspection of the water connection in the amount established by the Town at the time of the Service Request.
- h. Capacity Fees. Upon making a Service Request, Applicant, or its successor in interest, shall pay current established water and wastewater service capacity fees at the time of Service Request.
- i. Monthly Service Charges. Applicant, or its successor in interest, shall pay current monthly water and wastewater service charges as established by the Town from time to time.
- j. Sole Source of Water. Applicant, and its successor in interest, agrees that water service provided by the Town to the Property, including, but not limited to, all units of the Project pursuant to this Agreement shall be the exclusive source of water conveyed through the User Improvements. Applicant, and its successor in interest, also agrees that any individual water system previously providing water service in any capacity at all, to any unit, facility, in, to, or within the boundaries of the Property will cease to exist upon connection to the Town's water distribution system. Any other source of water, including existing wells, will be destroyed and permanently disconnected from the User Improvements.
- k. Plan Review. Applicant shall submit to the Town's General Manager the plans and specifications for any public improvements (i.e., all improvements concerning service connections to Town mains and/or laterals) upon which construction is to be based and obtain the written approval of said plans and specifications from the Town's General Manager, which approval shall not be unreasonably withheld, conditioned, or delayed.
- l. Deposit – Incidental Costs. Applicant agrees to reimburse the Town for all costs incurred by the Town associated with connecting the units in Applicant's Project to the Town water and wastewater systems for the provision of services including but not limited to the costs to develop this Agreement, the Town General Manager's costs to review plans, the updating of the Town's water and wastewater maps, cost of construction observation, all costs of maintenance staff, administration, legal, recording, and other actual expenses relating to the connection of the units in Applicant's Project.

Applicant agrees to deposit, in cash, cash equivalents, or by Applicant's check, with the Town's General Manager upon execution of this Agreement, the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) (the "Deposit"). Any remaining balance on deposit after payment of all such costs shall be refunded to Applicant upon approval by the Town's General Manager that the Property has been properly connected to the Town system. No interest shall be paid by the Town on any refunded balance.

Any time the balance of the Deposit with the Town falls below Two Thousand Dollars (\$2,000.00), and upon seven (7) days' written notice by the Town, the Applicant agrees to place an additional deposit in the amount of Five Thousand Five Hundred Dollars (\$5,500.00) with the Town prior to the Town continuing any efforts in connecting the units of the Applicant's Project to the Town's water and wastewater services.

Applicant shall have the right to review all costs submitted by the Town for which Applicant may be responsible, and the right to a review by the Town Board of Directors. To that end, the Town will provide Applicant with documentation supporting costs incurred by the Town in connection with this Agreement concurrently with the Town's notice requesting additional deposits, if any, and within a reasonable period of time after the Annexation of the Property into the Town. The determination of the Board will be final and binding.

- m. LAFCO Fees. Applicant shall pay all fees imposed, charged, or assessed by LAFCO on the Town or Applicant arising out of or connected with any LAFCO approval and agrees to cooperate in such LAFCO proceedings concerning the Property.
- n. State Board of Equalization ("SBOE") Fees. Applicant shall pay all fees imposed, charged, or assessed by the SBOE on the District or Applicant arising out of or connected with any LAFCO approval or this Agreement.
- o. Compliance with Ordinances, Rules, and Regulations. Except as herein otherwise provided, Applicant acknowledges that if Property is annexed into the Town service boundary that any future development on the Property, including, but not limited to, all units in the Project, shall comply with all the Town ordinances, rules, regulations, and standards as now in effect or hereafter amended. Applicant also acknowledges that any future development on the Property, including, but not limited to, all units in the Project, shall comply with all State, County, and other agency regulations, rules, and ordinances affecting, in any manner, the development and use of the Property, and shall obtain any and all necessary permits and shall pay all fees and charges relating thereto or required thereof.
- p. If the Property is annexed into the Town service boundary in accordance with the Cortese-Knox-Hertzberg, Applicant agrees that each Project unit shall be subject to any and all fees, rates, and charges duly enacted by the Town in accordance

with applicable law and in effect at the time Applicant submits a Service Request for such unit, including, but not limited to, fees identified in this Paragraph 4, provided that the Town first approves the water and/or wastewater service connection(s) contemplated by such Service Request.

- q. All of the the herein described easements shall be kept free of obstructions that impair the use of or are inconsistent with the purposes of the easement. The herein described offers of dedication to the Town are to be accepted only when the Town Board of Directors or its successor agency adopts and records in the Office of the Recorder of Contra Costa County a resolution accepting said facilities or easements. Until said resolution(s) are recorded, all facilities and easements encompassed within such offers of dedication shall be maintained by the Applicant during any required warranty period and thereafter by the owner(s) of the lots or parcels in the subdivision. The Town shall not be responsible for maintenance and shall incur no liability with respect to such offered facilities and/or easements or any improvement thereon. All dedicated facilities and easements not accepted for maintenance by the Town or other public agency shall be maintained by the owner(s) of the lots or parcels in the subdivision. Upon acceptance by the Town of the dedication pursuant to the provision set forth herein, the Town will become responsible for maintenance and repair of the dedication.

6. Indemnification. The Applicant and its successors in interest hereby agree to indemnify, defend with counsel reasonably acceptable to the Town, release and hold the Town and its elective and appointive boards, commissions, officers, agents, engineers, attorneys, and employees (“Indemnitees”) harmless from and against any and all past and future allegations, claims, demands, causes of action, damages, losses, liabilities of any kind and/or expenses (collectively referred to as “Liabilities”), including without limitation attorney’s fees, experts’ fees, and witness costs, that may be asserted or incurred, as the case may be, by any person or entity, including Applicant, Applicant’s heirs, successors or predecessors in interest or assignees, including, but not limited to, liability or claims for damages for personal injury, or death, inverse condemnation, interference with prospective economic advantage, and/or real or personal property damage, arising out of or in connection with: (i) the activities of Applicant, his/her/its agents, officers, employees, in performing any work or improvement on the subject Property or to connect any unit of the Property to water and/or wastewater service; (ii) Applicant’s performance or non-performance under this Agreement or breach of this Agreement; (iii); the Town’s approval of this Agreement or any of its actions relating thereto; (iv) the Town’s compliance or non-compliance with the California Environmental Quality Act (“CEQA”) or any other law applicable to the approval, processing and implementation of this Agreement, the provision of water and wastewater service to the Property, or any LAFCO approvals; (v) interruptions in the provision of water and wastewater service to the Property, or individual units, once the Property is connected to water service; (vi) the Town’s charging of water rates, prior to the Annexation into the Town, to Applicant and/or its successors in interest that are higher than the rates charged to property owners whose properties are located within the Town’s boundaries; and (vii) Applicant’s violation of any law, ordinance, or regulation, whether or not there is concurrent, passive negligence on the part of the Indemnitees. Applicant also agrees to reimburse

Indemnites for their reasonable expenses incurred as a result of any legal action or proceeding initiated against Indemnites in which the Liabilities are asserted against or sought to be imposed upon the Town in connection with this Agreement or the provision of services to the Property. Such expenses may include, but are not limited to, fees and costs awarded to the opposing party, the Indemnites' attorneys' fees and charges, the cost of preparing the record for any such action, including the Town staff costs and all other costs and expenses the Indemnites may incur as a result of any such action or proceeding. Applicant's failure to satisfy any of its indemnity obligations pursuant to this Agreement shall excuse the Town's performance obligation arising from this Agreement. The parties hereto expressly agree that no public interest or public policy is implicated or involved in the matters for which this indemnification is entered into and that this Agreement is not void or voidable pursuant to California Civil Code Section 1668, and the parties waive all rights or protections provided pursuant to said section.

7. Binding on Successors in Interest; Run with the Land. This Agreement shall be a covenant running with the land and binding on Applicant's heirs, assigns, and successors in interest to the Property. This Agreement shall be recorded against the Property and shall run with the Property and each part thereof until terminated in the manner provided for herein, and is intended by the parties to be a covenant and restriction which shall run with the land under and pursuant to California Civil Code Section 1468, or its successor provision, if any.

8. Nature of Commitment. This Agreement represents Town's commitment only to support Applicant's request that application be made to LAFCO for the Annexation of the Property into the Town service boundary. Nothing in this Agreement is or should be construed to be a covenant, promise, or commitment by the Town, or any agency, board, or commission of the Town, to grant any Project approval or to provide any wastewater or water utility service connections to the Property or Project on any particular terms or conditions. Nothing herein shall be deemed a covenant, promise, or commitment by the Town to approve, grant or authorize any Service Request submitted by Applicant, or its successors in interest, or to approve Service Requests.

The purpose of this Agreement is merely to set forth the Parties' understanding regarding the conditions pursuant to which the Town will submit application to LAFCO for the Annexation of the Property into the Town service boundary. If the Property is finally annexed into the Town service boundary in accordance with Cortese-Knox-Hertzberg, the Town agrees that it will consider any Service Request submitted by Applicant in good faith, provided such Service Request is submitted in accordance with this Agreement, the Town's Ordinances, and applicable law.

9. Termination Upon Annexation and Satisfaction of Terms and Conditions. This Agreement and covenant shall automatically terminate as to the Property at such time as the Property is annexed to the territory of the Town and all terms and conditions contained herein have been satisfied for the Project, or a period of seven (7) years from Effective Date occurs, whichever is earlier.

10. Notices. All notices and demands of any kind that either party may be required or desires to serve upon the other party shall be in writing and shall be served upon such other party by

personal service; or by mailing a copy thereof, certified or registered mail, postage prepaid; or by overnight mail; or by facsimile or e-mail, addressed as follows:

If to the Town: Town of Discovery Bay Community Services District
Attn: General Manager
1800 Willow Lake Road
Discovery Bay, CA 94505
Telephone: (925) 634-1131
Facsimile: (925) 513-2705
Email:

with a copy to: Rod A. Attebery, General Counsel for the Town of
Discovery Bay Community Services District
Neumiller & Beardslee
P.O. Box 20
Stockton, California 95201-3020
Telephone: (209) 948-8200
Facsimile: (209) 948-4910
Email: rattebery@neumiller.com

If to Applicant: Lodgepole Investments, LLC
ATTN: Brenna Daugherty
1355 Willow Way, #261
Concord, CA 94520
Telephone: (916) 849-2381
Facsimile: (309) 213-6589
Email: BrennaDaughertyESQ@gmail.com

11. Construction of Terms; Severability. All parts of this Agreement shall be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired, or invalidated thereby.

12. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

13. Applicant's Authority. Applicant has the full right, capacity, power, and authority to enter into and carry out the terms of this Agreement. Applicant is the sole owner in fee simple of the Property and to Applicant's knowledge, no other person or entity has any right or interest in the Property.

14. Counterparts. This Agreement may be executed in any number of counterparts and each counterpart shall be deemed to be an original document. Delivery of the executed Agreement may be accomplished by facsimile, or electronic transmission, and if so, the facsimile, or electronic copy shall be deemed an executed original counterpart of the Agreement. All executed counterparts together shall constitute one and the same document, and any signature pages, including facsimile or electronic copies thereof, may be assembled to form a single original document.

15. Further Assurances. Each party will, whenever and as often as it shall be requested to do so by the other party, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, any and all such further conveyances, assignments, approvals, consents and any and all other documents and do any and all other acts as may be reasonably necessary to carry out the intent and purpose of this Agreement.

16. Entire Agreement. This Agreement, together with all exhibits hereto and documents referred to herein, if any, constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior understandings and agreements. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement whether or not actually attached.

17. Amendments. This Agreement may be modified only by a writing signed by both parties.

18. Assignment and Transfer. Upon the Town's written approval, Applicant may transfer all or any portion of Applicant's interest, rights, obligations under this Agreement to third parties and to subsidiaries, affiliates and successors of Applicant acquiring an interest or estate in the Project or Property. If all or any portion of the Project or Property is so transferred by Applicant to any person or entity, the transferee succeeds to all of Applicant's rights under this Agreement, insofar as they relate to such transferred property, and the transferee will automatically assume all obligations of Applicant, past, present and future, insofar as they relate to each transferred property. Applicant shall be released from its obligations accruing on or after the date of any Town approved sale, transfer or assignment under this Agreement with respect to that portion of the Property sold, transferred or assigned as permitted under this Paragraph 17. Failure to deliver a written assumption agreement hereunder does not negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement. No breach or default by any person succeeding to any portion of Applicant's interest as permitted in this Paragraph 17 with respect to the transferred or assigned rights and/or obligations is attributable to Applicant, nor may Applicant's rights hereunder be cancelled or diminished in any way by any default or breach by any such person.

19. Legal Advice. Each party has had the opportunity to consult independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof to the extent they have desired, and that the parties fully understand the terms of this Agreement despite that legal counsel may not have been consulted.

20. Covenant Not to Sue. Each party for itself, covenants and agrees that such party shall forever refrain from initiating, filing, instituting, maintaining, or proceeding upon, or

encouraging, advising or voluntarily assisting any other person or entity to initiate, maintain, or proceed upon any claim, demand, cause of action, or right of any nature before any court or administrative body to set aside or invalidate any provision of this Agreement, the application of CEQA, zoning, or any other land use or environmental statute, ordinance or other approval of any kind, as any of the foregoing apply to any terms of this Agreement. The foregoing covenant not to sue shall not apply to any action or proceeding by any party as to the proper interpretation of any provision hereof or the application of the terms hereof to such party.

21. Challenge by Third Party to This Agreement. If at any time or for any reason any person or entity that is not a party to this Agreement shall (i) challenge the requirement that such person or entity participate in this Agreement and/or (ii) attempt to set aside or invalidate any provision of this Agreement, and/or (iii) attempt to invalidate agreements of this type, then the parties hereto shall continue to conform to the requirements of this Agreement during the pendency of any legal, administrative, or other action or proceeding.

22. No Agency, Joint Venture or Partnership. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the Town and Applicant and that Applicant is not an agent of the Town. The Town and Applicant hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection therewith shall be construed as making the Town and Applicant joint venturers or partners.

23. Headings and Titles. The captions of the articles or sections of this Agreement are only to assist the parties in reading this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

APPLICANT:

Lodgepole Investments, LLC
ATTN: Brenna Daugherty
1355 Willow Way, #261
Concord, CA 94520

TOWN:

Town of Discovery Bay Community
Services District,
a political subdivision of the State of
California

By: _____
Brenna Daugherty
Title: a Managing Member

By: _____
Michael R. Davies, General Manager

Approved as to Form:

By: _____
Rod A. Attebery
General Counsel

Byron Municipal Advisory Council

Father Ron Schmit, Chair
Office of Supervisor Diane Burgis
Contact: Lea Castleberry
3361 Walnut Blvd., Suite 140
Brentwood, CA 94513
Respectfully submitted by:
Deputy Chief of Staff, Lea Castleberry

The Byron Municipal Advisory Committee serves as an advisory body to the Contra Costa County Board of Supervisors and the County Planning Agency.

Draft Record of Actions

6:01 p.m.

November 27, 2018

MEMBERS PRESENT: Chair Schmit, Vice Chair Thuman, Councilmember Larsen and Councilmember Nisen

MEMBERS ABSENT: Councilmember Lopez

PRESENTATION OF COLORS: Led by Chair Schmit

APPROVAL OF AGENDA: Motion to approve the Agenda as presented made by Councilmember Nisen. Second by Vice Chair Thuman. Motion carried 4-0. AYES: Larsen, Schmit, Thuman and Nisen.

PUBLIC COMMENTS: Paula Whorety – Byron Chamber of Commerce hosting a Holiday Open House on December 6th from 6:30pm – 8:30pm at the Byron Library.

AGENCY REPORTS:

- a. **East Contra Costa Fire Protection District:** Captain Ross Macumber provided the activity report for the month of October.
- b. **Office of the Sheriff:** Lt. Matt Foley provided the activity report for the month of October.
- c. **California Highway Patrol:** Officer Donnie Thomas provided the activity report for the month of October.
- d. **Office of Supervisor Diane Burgis:** Lea Castleberry reported Supervisor Burgis' Holiday Open House on December 6th from 4-6pm at the Brentwood District Office; maintenance work on Hoffman Lane Bridge; maintenance work on Byron Highway; maintenance work on Vasco Road; Byron Family Farm Ribbon Cutting on November 1st.

CONSENT ITEMS:

- a. **Approval of Record of Actions for September 25, 2018:** Motion to the Record of Actions as presented made by Councilmember Larsen. Second made by Vice Chair Thuman. Motion carried: 4-0. AYES: Larsen, Schmit, Thuman and Nisen.

PRESENTATIONS:

- a. **None.**

ITEMS FOR DISCUSSION AND/OR ACTION:

- a. **Agency Comment Request LP18-2030 and LP18-2031 G3 Enterprises, Inc Expansion Project:** G3 Enterprises, Inc. Plant Manager Steven Anderson provides an overview of the Byron Sand Mine, Maria South Project. Following comments from the board include:
 - **Dust Control.** Can G3 provide additional water truck coverage beyond the standard single truck during normally operations and quarry stripping? G3 Enterprises agreed to provide additional coverage and further clarified that:
 - Stripping is normally conducted during the spring when soils conditions are moist to reduce generation of dust. These are focused projects that typically take less than 4 weeks. Additional water trucks will be provided pending the site conditions (dry, wind, etc.) during the project.
 - As part of the permit, we evaluated air impact, including dust generation. Mitigation requires G3 to keep exposed soil moist using water trucks during overburden and ore removal using scrapers.
 - **Term of the Permit.** G3 Enterprises indicated that the permit would extend through 2040.
 - **Site Reclamation Plan.** Discussed the Reclamation Plan, approved by both the county and OMR, that outlines slope stability requirements and revegetation. The site ultimately will be returned to grass-land suitable for cattle grazing.

This meeting record is provided pursuant to Better Government Ordinance 95-6, Article 25-2.205(d) of the Contra Costa County Ordinance Code.

- Conservation Easement and Relationship with East Bay Regional Park District. Explained that G3 has set aside over 500 acres of property adjacent to the EBRPD in a Conservation Easement. Property fencing has been designed to facilitate future trail use and promote wildlife access.
- Potential Impact to Pond Shown on Site Map. Explained that this is a seasonal pond. The mine plan and quarry layout are design to minimize impact to the pond.
- Request for Plant Tour. Unimin over 10 years ago held annual site “open houses.” These were discontinued several years before G3 purchased the business. Several council members and one resident asked if we would set up a site tour. G3 agreed to schedule this spring.

Motion to approve the Maria South Project as presented made by Vice Chair Thuman. Second made by Councilmember Nisen. Motion carried 4-0. AYES: Larsen, Thuman, Nisen and Schmit.

b. Agency Comment Request LP18-2032 Approval of a Land Use Permit to establish a liquor store: The Applicant, Jasvir Singh leases a portion of the building known as the Byron Smoke Shop and provided an overview of the request. The Applicant is looking to obtain a Land Use Permit to expand the Byron Smoke Shop to a local liquor store.

- Chair Schmit addressed traffic concerns on Byron Hwy.
- Vice Chair Thuman voiced concerns with the location and local bar activity across the street from the proposed liquor store.
- Councilmember Larsen says they currently have the Chevron and Valero convenient stores which sells alcohol, the Aloha Club and Wild Idol Bar establishments, as well as the Discovery Bay CVS and Safeway which is within close proximity to the town of Byron. Councilmember Larsen states that a community of 1200 residents does not have the need for another liquor store at this time.

Motion to deny the application made Councilmember Larsen. Second made by Vice Chair Thuman. Motion carried: 4-0. AYES: Larsen, Thuman, Nisen and Schmit.

CORRESPONDENCE/ANNOUNCEMENTS:

- R-09/25/18 Contra Costa County Zoning Administrator Agenda for October 1, 2018
- R-10/11/18 County Planning Commission Cancellation Notice for October 10, 2018
- R-10/09/18 Contra Costa County Zoning Administrator Revised Agenda for October 15, 2018
- R-10/18/18 County Planning Commission Agenda for October 24, 2018
- R-10/30/18 Contra Costa County Zoning Administrator Revised Agenda for November 5, 2018
- 11/05/18 Letter from Supervisor Diane Burgis to Garaventa Enterprises, Inc.
- 11/05/18 Letter from Supervisor Diane Burgis to M Kelley Construction
- R-10/29/18 County Planning Commission Cancellation Notice for November 14, 2018
- R-11/14/18 Contra Costa County Zoning Administrator Revised Agenda for November 19, 2018

FUTURE AGENDA ITEMS

- BART Expansion Update
- Report/Update from Byron Airport Representative Ron Reagan
- St. Anne’s Village

ADJOURNMENT

There being no further business before the Byron Municipal Advisory Council, Chair Schmit adjourned the meeting at 7:04pm. The next scheduled Byron Municipal Council meeting will be held Tuesday, January 22, 2019 at 6:00p.m. located at St. Anne’s Church – 2800 Camino Diablo, Room 1A in Byron.

FEB 14 2019



California Special
Districts Association

Districts Stronger Together

DATE: February 15, 2019
TO: CSDA Voting Member Presidents and General Managers
FROM: CSDA Elections and Bylaws Committee
**SUBJECT: CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS
SEAT B**

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2020 - 2022 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the geographic network that they seek to represent.
(See attached CSDA Network Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

Commitment and Expectations:

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.
(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).
- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the fall.
*(CSDA does **not** reimburse expenses for the two conferences even if a Board or committee meeting is held in conjunction with the event)*
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.
*(CSDA does **not** reimburse expenses for the Academy classes even if a Board or committee meeting is held in conjunction with the event).*

Nomination Procedures: Any Regular Member in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. **A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations is April 17, 2019. Nominations and supporting documentation may be mailed, faxed, or emailed.**

Mail: 1112 I Street, Suite 200, Sacramento, CA 95814
Fax: 916.442.7889
E-mail: amberp@csda.net

Once received, nominees will receive a candidate's letter in the mail. The letter will serve as confirmation that CSDA has received the nomination and will also include campaign guidelines.

CSDA will begin electronic voting on June 17, 2019. All votes must be received through the system no later than 5:00 p.m. August 9, 2019. The successful candidates will be notified no later than August 13, 2019. All selected Board Members will be introduced at the Annual Conference in Anaheim, CA in September 2018.

Expiring Terms

(See enclosed map for Network breakdown)

Northern Network Seat B-Greg Orsini, GM, McKinleyville Community Services District*
Sierra Network Seat B-Ginger Root, GM, Lincoln Rural County Fire Protection District *
Bay Area Network Seat B-Ryan Clausnitzer, SDA, GM, Alameda County Mosquito Abatement District*
Central Network Seat B-Tim Ruiz, GM, West Niles Community Services District
Coastal Network Seat B-Jeff Hodge, SDA, GM, Santa Ynez Community Services District*
Southern Network Seat B-Bill Nelson, Director, Orange County Cemetery District
(* = Incumbent is running for re-election)

AGAIN, THIS YEAR!

This year we will be using a web-based online voting system, allowing your district to cast your vote easily and securely. Electronic Ballots will be emailed to the main contact in your district June 17, 2019. All votes must be received through the system no later than 5:00 p.m. August 9, 2019.

*Districts can opt to cast a paper ballot instead; but you must contact Amber Phelen by e-mail Amberp@csda.net by **April 17, 2019** in order to ensure that you will receive a paper ballot on time.*

CSDA will mail paper ballots on June 17 per district request only. ALL ballots must be received by CSDA no later than 5:00 p.m. August 9, 2019.

The successful candidates will be notified no later than August 14, 2019. All selected Board Members will be introduced at the Annual Conference in Anaheim, CA in September 2019.

If you have any questions, please contact Amber Phelen at amberp@csda.net.



California Special
Districts Association
Districts Stronger Together

2019 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: _____

District: _____

Mailing Address: _____

Network: _____ (see map)

Telephone: _____

(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

Fax: _____

E-mail: _____

Nominated by (optional): _____

Return this form and a Board resolution/minute action supporting the candidate and Candidate Information Sheet by fax, mail, or email to:

CSDA
Attn: Amber Phelen
1112 I Street, Suite 200
Sacramento, CA 95814
(877) 924-2732 (916) 442-7889 fax

amberp@cda.net

DEADLINE FOR RECEIVING NOMINATIONS – April 17, 2019



California Special
Districts Association
Districts Stronger Together

2019 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: _____

District/Company: _____

Title: _____

Elected/Appointed/Staff: _____

Length of Service with District: _____

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

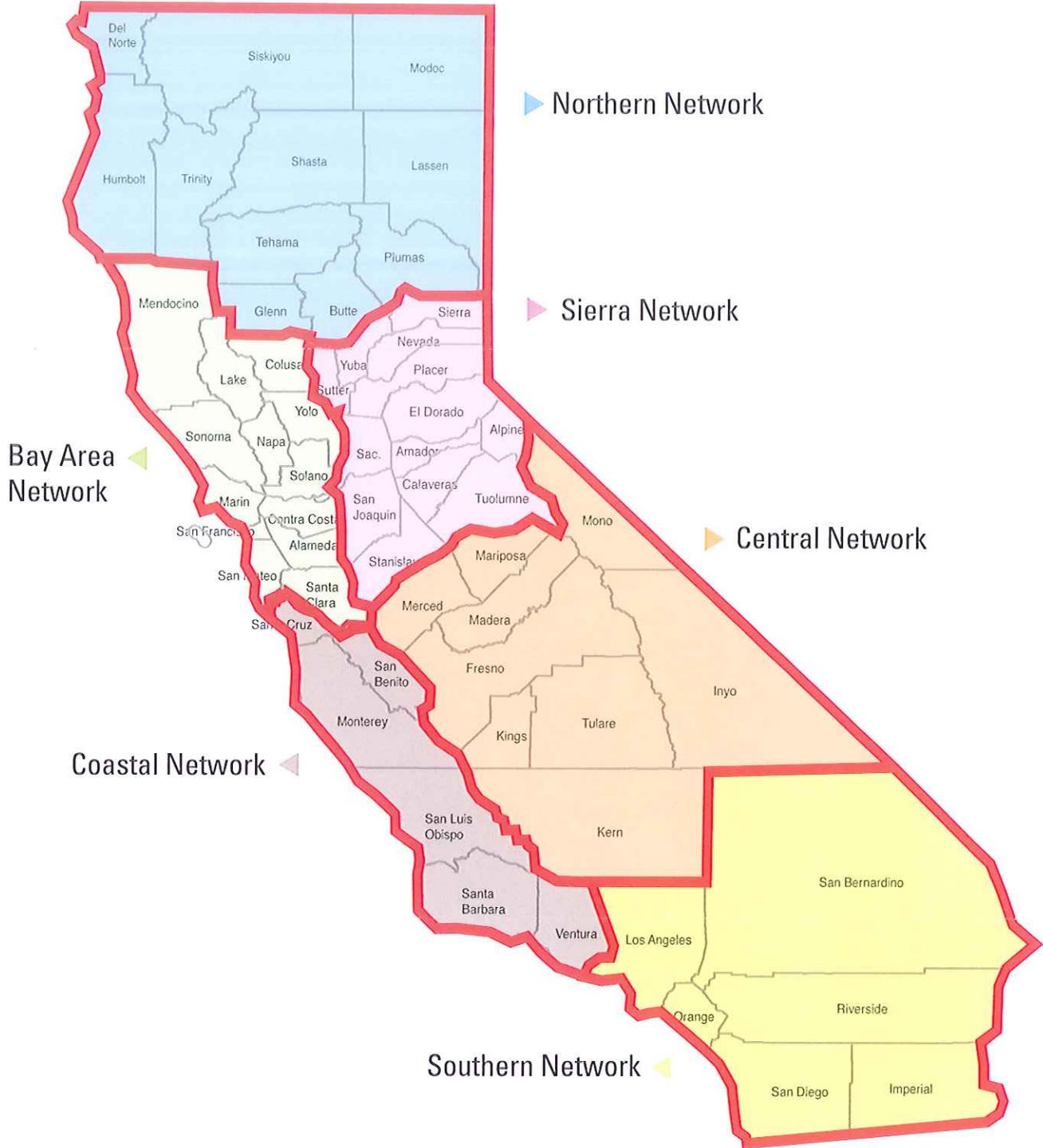
3. List local government involvement (such as LAFCo, Association of Governments, etc.):

4. List civic organization involvement:

****Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after April 17, 2019 will not be included with the ballot.**



California Special Districts Association
DISTRICT NETWORKS





MAR 01 2019

February 27, 2019

An Important Notice of a Planned Electric Service Interruption in Your Area

001763

TOWN OF DISCOVERY BAY
GROUP #8
1800 WILLOW LAKE RD
DISCOVERY BAY, CA, 94505-9376

Dear Valued Customer,

PG&E will be temporarily interrupting your electric service in order to safely perform the following work in your area:

Replace Underground Equipment

The planned electric service interruption affects the following vicinity or property address:

Discovery Bay Boulevard - Town of Discovery Bay

PLEASE NOTE:

Outage is required for circuit switching at start & end of project and will last about 30-40 minutes within each timeframe noted below.

Meter#: UNMTR

Although we will do our best to minimize the length of the service interruption, please be prepared to be without electric service on the following date(s) and **estimated timeframe(s)**:

**Tuesday, March 12, 2019 from 9:00 AM to 10:00 AM and
Tuesday, March 12, 2019 from 12:00 Noon to 2:00 PM**

We will make every effort to complete the work as scheduled, however, unsafe weather conditions or an unforeseen emergency may force us to cancel the work on the scheduled day. In such a case, we may be unable to notify you in advance of the cancellation.

We greatly appreciate your cooperation and thank you for your patience. If you have any questions or concerns, please contact me at the number below. For general questions about your PG&E service, call our customer service center at 1-800-743-5000.

NAOMI- CONTRA COSTA COUNTY
Planned Outage Coordinator
(925) 674-6571

(See Reverse)

Para ayuda en español por favor llame al 1-800-660-6789



Understand why PG&E needs to temporarily interrupt power to perform maintenance on the electric system. Learn more about Planned Outages at www.pge.com/plannedoutages.

It is important to note the following:

- **Landlords or property owner with tenant(s):** If any tenant receives electric service through a common meter and the PG&E bill is in your name, it is your responsibility to notify the tenant(s).
- **Homeowner's Association or property management company:** Please do not distribute this notice to association members or tenants. This notice is to alert you of the planned outage that will impact one or more of your meters. All affected PG&E customers living in the vicinity of this planned outage will receive a separate notice.
- **Customers:** Cancellation of work at the last minute without notice to you can occur. This would occur due to unsafe weather conditions or an unforeseen emergency. In such event, a new notice will be provided to you at a later date.

GENERATOR NOTICE: Unless installed by a licensed electrician, standby or portable generators should not be connected to your electric service panel. This is to ensure that electricity from your generator does not accidentally "backfeed" to energize PG&E's power lines and injure utility employees. For more information, call us or visit www.pge.com/generator.

FAILURE TO INSTALL A STANDBY GENERATOR SAFELY AND PROPERLY COULD ENDANGER UTILITY EMPLOYEES, THE PUBLIC, YOU AND YOUR PROPERTY.

Here are a few recommendations to help minimize any inconvenience to you during an electric service interruption:

- If you rely on **life support devices** you may want to consider the following:
 - Install an Uninterruptible Power Supply on the necessary life support equipment.
 - Obtain small portable oxygen tanks as back-up.
 - Find alternate shelter at a location not affected by the outage.
- **Water:** If your **water supply** is provided from a pump, you will likely be without water during the duration of the outage. You may want to have bottled water available.
- **Computers** and other **electronic equipment** are particularly sensitive to electric power outages. We recommend unplugging this equipment before the outage period. You should also consider installing a surge protector on sensitive equipment.
- **Cordless phones** will not operate during an electric power outage.
- **Automatic garage doors** require electricity. It is recommended you remove your vehicle prior to the outage.
- **Security systems, clocks, irrigation timers,** and similar equipment will likely require resetting after the outage is completed.
- Have on hand battery-powered **flashlights** with fresh batteries.
- **Food Safety:** During any outage, keep the doors of your refrigerator and freezer closed to help keep food fresh. The U.S. Department of Agriculture states that your freezer should keep food frozen for at least 24 hours, and that refrigerated food should stay safe for up to four hours. If the outage is expected to last longer, you should take additional measures now to prepare. This includes filling a few empty liter-size plastic bottles with water and freezing them, putting them into the refrigerator the day of the outage to keep food cool. As always, before you prepare or eat food that was refrigerated or frozen, check it carefully for signs of spoilage. More information can be found at www.fsis.usda.gov.